UNITED STATES BANKRUPTCY COURT SOUTHERN DISTRICT OF NEW YORK

In re:	Lehman Brothers Holdings Inc.	Case No. <u>08-13555 (JMP)</u>	
		Court ID (Court Use Only)	

NOTICE OF TRANSFER OF CLAIMS OTHER THAN FOR SECURITY PURSUANT TO BANKRUPTCY RULE 3001(E)(2)

CLAIMS HAVE BEEN FILED IN THIS CASE or deemed filed under 11 U.S.C. §1111(a). Pursuant to Bankruptcy Rule 3001(e)(2), Transferee hereby gives notice of the transfer, other than for security, of the claims referenced herein.

Name of Transferee:	Name of Transferor:
UBS AG, London Branch	Capital Partners Securities Co., Ltd.
Notices to Transferee should be sent to:	Court Record Address of the Transferor:
UBS AG, London Branch	(Court use only)
1 Finsbury Avenue	
London	
EC2M 2PP	
England	
Attn: Kazuya Ichikawa and Marie Miyazawa (Tokyo)	
Last Four Digits of Acct.#:	Last Four Digits of Acet.#:
Name and Address where transferee payments should be	Name and Current Address of Transferor
sent (if different from above);	Capital Partners Securities Co., Ltd.
	Asahi Building, 6th Floor
	3-12-2, Nihonbashi, Chuo-ku
	Tokyo 103-0027
	Attn: Kunihiko Shimoda
Claim Amount:	
\$1,139,222 principal amount, corresponding to	Note: This is a partial transfer of claim.
31.578947% of ISIN XS0324342582	See Schedule 1 to annexed Evidence of Transfer.
Court Claim No. (if known):	
62783.81	
Date Claim Filed:	
November 2, 2009	
	<u> </u>

I declare under penalty of perjury that the information provided in this notice is true and correct to the best of my knowledge and belief.

By: Marie Migrawa Date: 29th June, 2012 NAME MARIE MIKAZAWA

Penalty for making a false statement; Fine of up to \$500,000 or imprisonment for up to 5 years or both. 18 U.S.C. §§ 152 &3571.

As set forth in the attached Evidence of Transfer of Claim, Transferor has waived to the fullest extent permitted by law any notice or right to receive notice of a hearing under Bankruptcy Rule 3001(e).

AGREEMENT AND EVIDENCE OF TRANSFER OF CLAIM LEHMAN PROGRAM SECURITY

TO: THE DEBTOR AND THE BANKRUPTCY COURT

1. For value received, the adequacy and sufficiency of which are hereby acknowledged, Capital Partners Securities Co., Ltd. ("Seller") hereby unconditionally and irrevocably sells, transfers and assigns to UBS AG, London Branch (the "Purchaser"), and Purchaser hereby agrees to purchase, as of the date hereof, (a) an undivided interest, to the extent of the amounts specified in Schedule 1 attached hereto (the "Purchased Claim"), in Seller's and all prior sellers' right, title and interest in and to the claim evidenced by Proof of Claim Numbers as specified in Schedule 1 hereto filed by or on behalf of Lehman Brothers International (Europe) (in administration) ("Predecessor") (the "Proof of Claim") against Lehman Brothers Holdings, Inc., debtor in proceedings for reorganization (the "Proceedings") in the United States Bankruptcy Court for the Southern District of New York (the "Court"), administered under Case No. 08-13555 (JMP) (the "Debtor"), (b) all rights, title and benefits of Seller and any prior seller relating to the Purchased Claim, including without limitation (i) any right to receive cash, securities, instruments, principal, interest, damages, penalties, fees or any other property, which may be paid or distributed with respect to the Purchased Claim (including for clarity, all amounts distributed on or after the trade date of June 15, 2012 (the "Trade Date") whether or not the Trade Date is before, on or after any record date with respect to an amount) or with respect to any of the documents, agreements, bills and/or other documents (whether now existing or hereafter arising) which evidence, create and/or give rise to or affect in any material way the Purchased Claim, whether under a plan of reorganization or liquidation, pursuant to a liquidation, or otherwise, (ii) any actions, claims (including, without limitation, "claims" as defined in Section 101(5) of Title 11 of the United States Code (the "Bankruptcy Code")), rights or lawsuits of any nature whatsoever, whether against the Debtor or any other party, arising out of or in connection with the Purchased Claim, (iii) any rights and benefits arising out of or in connection with any exhibit, attachment and/or supporting documentation relating to or evidencing the Purchased Claim, and (iv) any and all of Seller's right, title and interest in, to and under the transfer agreements, if any, under which Seller or any prior seller acquired the rights and obligations underlying or constituting a part of the Purchased Claim, but only to the extent related to the Purchased Claim, and any and all of Seller's right, title and interest in, to and under any right or remedy of Seller or any prior seller against any prior seller in respect of the Purchased Claim, (c) the security or securities (any such security, a "Purchased Security") relating to the Purchased Claim and specified in Schedule 1 attached hereto, and (d) any and all rights, remedies, claims and causes of actions regarding any of the foregoing; (e) any and all proceeds of any of the foregoing (collectively, as described in clauses (a), (b), (c), (d) and (e), the "Transferred Claims"). For the avoidance of doubt, the Purchaser does not acquire any liabilities or obligations with respect to the Transferred Claims or the Seller or the any prior sellers.

The Purchased Claim was transferred from Predecessor to Lehman Brothers Japan Inc. as evidenced at docket #18840 and by Lehman Brothers Japan Inc. to Seller as evidenced at docket number #19948 in the Proceedings.

Seller hereby represents and warrants to Purchaser that: (a) the Proof of Claim was duly and timely filed on or before 5:00 p.m. (prevailing Eastern Time) on November 2, 2009 in accordance with the Court's order setting the deadline for filing proofs of claim in respect of "Lehman Program Securities"; (b) the Proof of Claim relates to one or more securities expressly identified on the list designated "Lehman Programs Securities" available on http://www.lehman-docket.com as of July 17, 2009; (c) Seller owns and has good legal and marketable title to the Transferred Claims, free and clear of any and all liens, claims, objections, set-off rights, security interests, participations, factoring agreements or encumbrances created or incurred by Seller or any prior seller or against Seller or any prior seller and all filings required to evidence Seller's title to the Transferred Claim have been duly and timely filed with the Court; (d) Seller is duly authorized and empowered to execute and perform its obligations under this Agreement and Evidence of Transfer; (e) the Proof of Claim includes the Purchased Claim specified in Schedule 1 attached hereto; (f) neither the Seller nor any prior seller has engaged in any acts, conduct or omissions, or had any relationship with the Debtor or its affiliates, that will give rise to any setoff, defense or counterclaim or that will result in Purchaser receiving in respect of the Transferred Claims proportionately less payments or distributions or less favorable treatment than other unsubordinated unsecured claims; (g) Seller has delivered to Purchaser a true and correct copy of the Notice of Proposed Allowed Claim Amount, dated August 29, 2011, which relates to the Proof of Claim, and as of the date hereof, neither Seller nor any prior seller has received any revised Notice of Proposed

Seller: Capital Partners Securities Co., Ltd.

Buyer: UBS AG, London Branch Proof of Claim: 62783.81 ISIN: XS0324342582 Allowed Claim Amount or other Notice of Proposed Allowed Claim Amount; (h) all predecessor agreements contain provisions pursuant to which the respective prior sellers waive any objection to the transfer of the Transferred Claims to transferees including the Purchaser; (i) there are no objections to the Transferred Claims, and all documents provided to Purchaser by Seller are true, accurate and complete copies of such documents, and there are no documents received by any prior seller or Seller that are material or adverse to the Transferred Claims which have not been provided by Seller to the Purchaser; (j) Purchaser is entitled to transfer its rights and its obligations hereunder without any notice to or the consent of any prior seller. (k) Seller (or prior seller) has received \$44,767.00 in respect of the Transferred Claim due to a distribution on April 17, 2012 (the "April Distribution"). Other than the April Distribution, no distributions, proceeds, assets, cash or other amounts have been received by Seller (or any prior seller) in respect of the Transferred Claims.

- 3. Seller hereby waives any objection to the transfer of the Transferred Claims to Purchaser on the books and records of the Debtor and the Court, and hereby waives, with respect only to the Transferred Claims, to the fullest extent permitted by law any notice or right to receive notice of a hearing with respect to such transfer pursuant to Rule 3001(e) of the Federal Rules of Bankruptcy Procedure, the Bankruptcy Code, applicable local bankruptcy rules or applicable law, and consents to the substitution of Seller by Purchaser for all purposes in the case, including, without limitation, for voting and distribution purposes with respect to the Transferred Claims. Purchaser agrees to file a notice of transfer with the Court pursuant to Federal Rule of Bankruptcy Procedure 3001(e) including this Agreement and Evidence of Transfer of Claim. Seller acknowledges and understands, and hereby stipulates, that an order of the Court may be entered without further notice to Seller transferring to Purchaser the Transferred Claims, recognizing Purchaser as the sole owner and holder of the Transferred Claims, and directing that all payments or distributions of money or property in respect of the Transferred Claim be delivered or made to Purchaser.
- 4. All representations, warranties, covenants and indemnities shall survive the execution, delivery and performance of this Agreement and Evidence of Transfer of Claim and the transactions described herein. Purchaser shall be entitled to transfer its rights hereunder without any notice to or the consent of Seller. Seller hereby agrees to indemnify, defend and hold Purchaser, its successors and assigns and its officers, directors, employees, agents and controlling persons harmless from and against any and all losses, claims, damages, costs, expenses and liabilities, including, without limitation, reasonable attorneys' fees and expenses, that result from Seller's breach of its representations, warranties, covenants and agreements made herein.
- 5. Seller shall promptly (but in any event on no later than the third (3rd) business day following receipt) remit any notices, correspondence, payments, distributions or proceeds received by Seller or any prior seller in respect of the Transferred Claims to Purchaser. Seller has transferred, or shall transfer as soon as practicable after the date hereof, (but in any event on no later than the third (3rd) business day following the date hereof), to Purchaser each Purchased Security to such account, via Euroclear or Clearstream (or similar transfer method), as Purchaser may designate in writing to Seller. This Agreement and Evidence of Transfer supplements and does not supersede any confirmation, any other automatically generated documentation or any applicable rules of Euroclear or Clearstream (or similar transfer method) with respect to the purchase and sale of the Purchased Security. Seller shall act or omit to act with respect to the Transferred Claims solely to the extent directed by Purchaser, and Seller shall cause all prior sellers to act or omit to act with respect to the Transferred Claims solely to the extent directed by Purchaser.
- Each of Seller and Purchaser agrees to (a) execute and deliver, or cause to be executed and delivered (including, on Seller's part, causing any prior seller to execute or deliver), all such other and further agreements, documents and instruments and (b) take or cause to be taken all such other and further actions (including, on Seller's part, causing any prior seller to deliver distributions and proceeds received by any prior seller and to act) and other actions as the other party may reasonably request to effectuate the intent and purposes, and carry out the terms, of this Agreement and Evidence of Transfer, including, without limitation, cooperating to ensure the timely and accurate filling of any amendment to the Proof of Claim. Seller agrees that all distributions, amounts, proceeds, assets, cash and other property received by Seller or any prior seller on or after the Trade Date (whether or not such Trade Date is before, on or after any record date for such amounts) are for the account of Purchaser, and at the election of the Purchaser, (i) the Purchaser may net, setoff and reduce the purchase price payable by it and any other amounts owed by it in respect of the Transferred Claims against the distributions, assets, cash, property and amounts payable by

Seller: Capital Partners Securities Co., Ltd.

Buyer: UBS AG, London Branch Proof of Claim: 62783,81 ISIN: XS0324342582 Seller (or any prior seller) to it in respect of distributions, assets, cash, property and amounts received by Seller or any prior seller on and after the Trade Date, or (ii) the Seller shall pay such amounts received by Seller or any prior seller on or prior to the date of this Agreement and on and after the Trade Date in respect of the Transferred Claims to the account information provided to it by Purchaser on the date of this Agreement.

7. Seller's and Purchaser's rights and obligations hereunder shall be governed by and interpreted and determined in accordance with the laws of the State of New York (without regard to any conflicts of law provision that would require the application of the law of any other jurisdiction). Seller and Purchaser each submit to the jurisdiction of the courts located in the County of New York in the State of New York. Each party hereto consents to service of process by certified mail at its address listed on the signature page below.

IN WITNESS WHEREOF, this AGREEMENT AND EVIDENCE OF TRANSFER OF CLAIM is executed this 29th day of June, 2012.

CAPITAL PARTNERS SECURITIES CO., LTD.

By: Kunihiko Shimoda

Title: Executive Officer

Address:

Capital Partners Securities Co., Ltd. Asahi Building, 6th Floor 3-12-2, Nihonbashi, Chuo-ku, Tokyo 103-0027 Japan UBS AG, LONDON BRANCH

By: Sergey Likhosherstov

Name: Director

Title: Traded Products legal

Title: Thomas Shaw

Address:

Director
Traded Products Legal

UBS AG, LONDON BRANCH
1 Finsbury Avenue

London EC2M 2PP England

Schedule 1

Transferred Claims

Purchased Claims

JPY 120,000,000 of JPY 380,000,000 or 31.578947% of Seller's interest in, to and in connection with that claim that is referenced in the Proof of Claim with ISIN XS0324342582 as highlighted in the copy of the Proof of Claim attached at Schedule 2 and described below (for the avoidance of doubt, Seller holds 100% of the claim that is referenced in the Proof of Claim to the extent that the ultimately allowed amounts of the Proof of Claim in respect thereof differs from the original amount, pursuant to this Agreement and Evidence of Transfer of Claim: Lehman Program Securities, Seller intends to transfer 31.578947% of Seller's interest in, to and in connection with that claim in respect of ISIN XS0324342582 together with interest, fees, expenses and other recoveries due.

Lehman Programs Securities to which Transfer Relates

Description of Security ISIN/CUSIP	ISIN/CUSIP	Blocking Number	Issuer	Guarantor Principal/ Notional 1 in JPY (U equivalen	Principal/ Notional Amount in JPY (USD equivalent)	Coupon	Maturity	Proof of Claim Number	Accrued Amount (as of Proof of Claim Filing Date)
JPY380,000,000 Fixed Rate and Index-Linked Target Redemption Notes due October 23, 2037	XS0324342582	6045620	Lehman Brothers Treasury Co. B.V.	Lehman Brothers Holdings Inc.	JPY 120,000,000 (USD 1,139,222)	Index-Lin ked Interest	October 23, 2037	62783.81	JPY 11,833,333 (USD 112,340)

Seller: Capital Partners Securities Co., Ltd. Buyer: UBS AG, London Branch Proof of Claim: 62783.81 ISIN: XS0324342582

Main Document

Schedule 2

United States Bankruptcy Court/Southern District of New York **LEHMAN SECURITIES PROGRAMS** Lehman Brothers Holdings Claims Processing Center PROOF OF CLAIM c/o Epiq Bankruptcy Solutions, LLC FDR Station, P.O. Box 5076 New York, NY 10150-5076 Filed: USBC - Southern District of New York In Re: Chapter 11 Lehman Brothers Holdings Inc., Et Al. Case No. 08-13555 (JMP) Lehman Brothers Holdings Inc., et al., 08-13555 (JMP) 0000062783 Debtors (Jointly Administered) Note: This form may not be used to file claims other than those based on Lehman Programs Securities as listed on http://www.lehman-docket.com as of July 17, 2009 Name and address of Creditor: (and name and address where notices should be sent if different from Check this box to indicate that this Creditor) Lehman Brothers International (Europe) (in administration) claim amends a previously filed claim. 25 Bank Street London Court Claim Number: E14 5LE United Kingdom Attn: Steven Anthony Pearson See attached for additional contact information (If known) Filed on: Telephone number: see attached Email Address; see attached Name and address where payment should be sent (if different from above) Check this box if you are aware that anyone else has filed a proof of claim relating to your claim. Attach copy of statement giving particulars. Email Address: Telephone number: 1. Provide the total amount of your claim based on Lehman Programs Securities. Your claim amount must be the amount owed under your Lehman Programs Securities as of September 15, 2008, whether you owned the Lehman Programs Securities on September 15, 2008 or acquired them thereafter, and whether such claim matured or became fixed or liquidated before or after September 15, 2008. The claim amount must be stated in United States dollars, using the exchange rate as applicable on September 15, 2008. If you are filing this claim with respect to more than one Lehman Programs Security, you may attach a schedule with the claim amounts for each Lehman Programs Security to which this claim relates. Amount of Claim: \$ see attached (Required) Check this box if the amount of claim includes interest or other charges in addition to the principal amount due on the Lehman Programs Securities. Provide the International Securities Identification Number (ISIN) for each Lehman Programs Security to which this claim relates. If you are filing this claim with respect to more than one Lehman Programs Security, you may attach a schedule with the ISINs for the Lehman Programs Securities to International Securities Identification Number (ISIN): see attached (Required) 3. Provide the Clearstream Bank Blocking Number, a Euroclear Bank Electronic Reference Number, or other depository blocking reference number, as appropriate (each, a "Blocking Number") for each Lehman Programs Security for which you are filing a claim. You must acquire a Blocking Number from your accountholder (i.e. the bank, broker or other entity that holds such securities on your behalf). If you are filing this claim with respect to more than one Lehman Programs Security, you may attach a schedule with the Blocking Numbers for each Lehman Programs Security to which this claim Clearstream Bank Blocking Number, Euroclear Bank Electronic Instruction Reference Number and or other depository blocking reference number: see attached (Required) 4. Provide the Clearstream Bank, Euroclear Bank or other depository participant account number related to your Lehman Programs Securities for which you are filing this claim. You must acquire the relevant Clearstream Bank, Euroclear Bank or other depository participant account number from your accountholder (i.e. the bank, broker or other entity that holds such securities on your behalf). Beneficial holders should not provide their personal account Accountholders Euroclear Bank, Clearstream Bank or Other Depository Participant Account Number: 97816 EUROCLEAR (Required) FOR COURT USE ONLY 5. Consent to Euroclear Bank, Clearstream Bank or Other Depository: By filing this claim, you consent to, and are deemed to have authorized, Euroclear Bank, Clearstream Bank or other depository to FILED / RECEIVED disclose your identity and holdings of Lehman Programs Securities to the Debtors for the purpose of reconciling claims and distributions. NOV **02 2009** Date. Signature: The person filing this claim must sign it. Sign and print name and title, if any, of the creditor or other person authorized to file this claim and state address and telephone number if different from the notice address above. Attach copy of power of attorney, if 70/29/09 **EPIQ BANKRUPTCY SOLUTIONS, LLC** Administrator (acting as agent any. 🕢 and without personal liability Penalty for presenting fraudulent claim: Fine of up to \$500,000 or imprisonment for up to 5 years, or both. 18 U.S.C. §§ 152 and 3571

ATTACHMENT TO LEHMAN PROGRAMS SECURITIES CLAIM OF LEHMAN BROTHERS INTERNATIONAL (EUROPE) (IN ADMINISTRATION)

Lehman Brothers International (Europe) (in administration) (including all of its international branches, "LBIE"), acting through one of Steven Anthony Pearson, Michael John Andrew Jervis, Dan Yoram Schwarzmann or Anthony Victor Lomas (together, the "Administrators" and each an "Administrator") as agents for LBIE and without personal liability, hereby files this Lehman Programs Securities (as defined in the Bar Date Order dated July 2, 2009, "LPS") omnibus claim (the "LPS Omnibus Claim") against Lehman Brothers Holdings Inc. ("LBHI" and, together with its direct and indirect subsidiaries, the "Lehman Group"), case number 08-13555 (JMP) (the "Bankruptcy Proceeding") in the United States Bankruptcy Court for the Southern District of New York (the "Bankruptcy Court"). LBIE files this LPS Omnibus Claim in connection with the LPS bar date for the purpose of preserving the rights of its clients (which term, for the avoidance of doubt, means in this LPS Omnibus Claim, LBIE's own clients and the clients of LBIE's affiliates) on whose behalf this LPS Omnibus Claim is made under title 11 of the United States Code (the "Bankruptcy Code"). This LPS Omnibus Claim, including, without limitation, each of the values identified herein and in any supporting workpapers attached hereto, has been calculated to the best of the Administrators' knowledge in reliance on LBIE's books and records as of the date of this filing and as qualified in every respect as set forth in greater detail herein. LBIE reserves the right to supplement, amend or correct the claim population and each claim value or value placeholder reported in this LPS Omnibus Claim.

I. BACKGROUND

- 2. LBIE (an unlimited company incorporated in England and Wales with registered number 02538254) was the principal trading company of the Lehman Group in Europe. LBIE's business involved the global provision of a wide range of financial services and products, including trading and broking, equity and fixed income instruments and financial derivatives on behalf of its clients and itself. LBHI was the parent holding company in the United States of the Lehman Group, which provided a wide array of financial services in equity and fixed income sales, trading and research, investment banking, asset management, private investment management and private equity. LBHI and LBIE functioned as part of an integrated, international financial group whose businesses were closely intertwined.
- 3. On September 15, 2008, LBIE was placed into administration by order of the High Court of England and Wales (the "Administration Date"). On the same date, LBHI filed for bankruptcy protection in the Bankruptcy Court pursuant to chapter 11 of the Bankruptcy Code (the "Filing Date").

II. DESCRIPTION OF LPS OMNIBUS CLAIM

4. LBIE asserts and reserves the rights of its clients, whose holdings are identified in the supporting workpapers attached hereto, under the Bankruptcy Code, and other applicable law, with respect to their claims, whether or not such clients have independently filed a claim on their own behalf in the Bankruptcy Proceeding. LBIE has identified the LPS holdings reflected in the attached schedule (the "LPS Holdings") by comparing its own books and records against the LPS list dated July 17, 2009 (as amended on September 23, 2009) provided by LBHI on its website (the "LPS List"). LBIE has custody of the LPS Holdings, each of which are guaranteed by LBHI. LBIE holds the LPS Holdings for its clients and/or for clients of its affiliates. LBIE estimates that the aggregate amount owing by LBHI to LBIE's clients in connection with Account Number 97816 at EUROCLEAR, subject in

all respects to the reservation of rights and the further discussion as set forth herein, is not less than USD 2,084,741,055 (the "Valuation") as displayed in the schedule attached hereto.

5. With respect to bonds, the Valuation has been calculated as the nominal position multiplied by a factor of one multiplied by accrued interest where applicable and then converted to a USD equivalent using the appropriate exchange rate from Lehman Group systems as at September 15, 2008. Where applicable and/or where possible, the accrued interest has been calculated from the last coupon payment date to September 15, 2008, but due to limited access to the requisite Lehman Group systems post-September 15, 2008, such calculations have been based on alternative sources of information, which are still in the process of being validated.

III. RESERVATION OF RIGHTS

- 6. The relationship between LBIE and other members of the Lehman Group, including LBHI, was extremely complex. The relationship became more complex upon and after the Administration Date because, among other reasons, the regular maintenance and functioning of the IT systems and resources on which LBIE relied to monitor and record its security and custody positions effectively ceased on the Administration Date. Further, due to the global separation of the Lehman Group since September 15, 2008, there are differences between the internal data platforms and IT systems that various members of the Lehman Group, including LBHI, may continue to use versus the IT systems and resources that LBIE may continue to use. These practical complexities, together with difficulties surrounding the evaluation and interpretation of the underlying contractual documentation and electronic records of the LPS Omnibus Claim, require substantial resources and expertise to analyze and overcome. This lack of access to full books and records, all systems, and requisite personnel impacts LBIE and other members of the Lehman Group alike.
- 7. This LPS Omnibus Claim is necessarily being filed in reliance on the Administrators' best understanding of LBIE's books and records as of the date of this filing. The Administrators have only had access to LBIE's books and records since the Administration Date. LBIE reserves all rights to update, revise and supplement the data supporting this LPS Omnibus Claim, including with respect to, but not limited to, the valuation of securities as described herein, as LBIE continues to reconcile its books and records with LBHI and other members of the Lehman Group as applicable. LBIE's clients do not waive any right to amounts due for the LPS Omnibus Claim asserted herein by not stating a specific amount due for any such claims at this time.
- 8. This LPS Omnibus Claim has been made for and on behalf of LBIE's clients. To the extent that new or better information becomes available which indicates that one, some or all of the LPS Holdings are in fact held by LBIE for itself, LBIE reserves all of its rights with respect to such LPS Holdings, and will amend the relevant LPS Claim(s) filed by LBIE and/or this LPS Omnibus Claim accordingly.
- 9. Valuations have been performed using the best data reasonably available in the period before the Bar Date. Valuations are subject to change should more or better data become available with respect to the following non-exhaustive list of valuation components: (i) despite best efforts to ascertain the complete set of depot settlement data with respect to failed and pending trades, such data is unavailable to LBIE as certain of such data is in the control of other custodians, some of which may confront the same systems and personnel problems that LBIE currently faces; (ii) corporate actions and events and coupons payable data prior to September 15, 2008 are not included due to the need to correct underlying system data before calculating their impact; (iii) LBIE's access to and visibility of information pertaining to the movement of securities post-September 12, 2008 has been

substantially hindered if not terminated completely; (iv) certain pricing factors, including but not limited to inflation indices and multi-currency bonds; (v) with respect to warrant securities that were difficult to value, LBIE has not yet ascribed a value to each such warrant security for the purpose of estimating the amount of the claim in relation thereto; (vi) with respect to securities that have embedded derivatives that effect the principal payout, LBIE is not currently able to compute the impact of the default of the issuer of the security given the complexity and burdensome nature of such exercise; and (vii) other variables.

- 10. Moreover, except as otherwise noted herein or in the exhibits hereto, the securities positions reflect depot positions per LBIE's records as of September 12, 2008. LBIE explicitly reserves its right to supplement, amend or revise the LPS Omnibus Claim to reflect valuations as more information becomes available.
- 11. Populations of LPS have been reflected in the attached schedule using the best data reasonably available in the period before the Bar Date. Populations are subject to change should more or better data become available with respect to the following non-exhaustive list of factors affecting populations: (i) certain custodian information about transactions is unavailable to LBIE as well as other members of the Lehman Group; (ii) the process of reconciliation with LBHI, other members of the Lehman Group, other custodians, street-side counterparties, and clients is still ongoing and may result in additions to or decreases from the populations of LPS, which may include certain positions about which LBIE has received queries from certain affiliates, but with respect to which no reconciliation has yet been completed; (iii) trades were mis-booked during the pre-administration period and can only be identified and rectified after intensive manual investigation; and (iv) other factors.
- 12. LBHI is the guarantor of all LPS, and it is LBHI's books and records that would reflect any and all offerings of foreign Lehman paper that should have been included in the LPS List. LBIE is not in a position to ensure that the LPS List is complete. While LBIE reviewed its books and records for any LPS-qualifying securities that it purchased or holds, and made additions to the LPS List before it was finalized by LBHI, as discussed throughout this LPS Omnibus Claim, LBIE's access to all systems and records is limited. Accordingly, LBIE reserves all rights of its clients to, among other things, supplement this LPS Omnibus Claim should new LPS-qualifying securities not included in the LPS List be discovered after the date of this filing.
- 13. The claims not denominated in USD have been converted to USD for the purpose of this submission. In general, LBIE has relied on exchange rates taken from Lehman Group systems as at September 15, 2008. Ultimately, LBIE reserves its clients' rights as to the appropriate foreign exchange rates upon which to base any of its clients' claims.
- 14. LBIE hereby asserts on behalf of its clients a claim for interest and other costs including but not limited to attorneys' fees and/or other professional fees on the constituent parts of the LPS Omnibus Claim where appropriate and expressly reserves the right to amend the LPS Omnibus Claim accordingly.
- 15. As per the Bar Date Order dated July 2, 2009, LBIE has not attached any documentation supporting the LPS Omnibus Claim other than the attached schedule. LBIE will use its reasonable efforts to make relevant contracts, agreements and other information pertinent to the LPS Omnibus Claim available upon reasonable request by LBHI in a manner and time to be agreed by the parties.

- 16. To the extent that any portion of the LPS Omnibus Claim is entitled to administrative priority status under section 507 of the Bankruptcy Code, LBIE claims such priority status to the maximum amount allowed by law on behalf of its clients. The filing of this LPS Omnibus Claim shall in no way be deemed a waiver of LBIE's right to assert on behalf if its clients that any or all of the amounts owed to LBIE's clients by LBHI are entitled to administrative priority status.
- 17. LBIE's clients reserve the right to assert any basis for recovery of cash, securities or other assets from LBHI under any legal or equitable theory including, without limitation, indemnification, breach of fiduciary duty, unjust enrichment, conversion, constructive trust, return of property otherwise not properly within LBHI's bankruptcy estate, treatment in accordance with the regulations of the Financial Services Authority or other potentially applicable US or non-US laws and regulation or other priority treatment with respect to each of the claims asserted herein.
- 18. LBIE does not waive any right or rights of action that LBIE's clients have or may have against LBHI's estate or any other entity. LBIE reserves any and all rights its clients have or may have with respect to any other agreements that may exist between LBIE's clients and LBHI, including without limitation, any rights of setoff, recoupment or netting. Nothing herein shall be deemed a waiver by LBIE's clients of any of their rights and remedies in connection with such agreements.
- By filing this LPS Omnibus Claim, LBIE does not submit itself or its clients to the jurisdiction of the Bankruptcy Court or any other U.S. court or tribunal for any purpose other than with respect to this LPS Omnibus Claim. Where U.S. jurisdiction does exist with respect to this LPS Omnibus Claim, LBIE does not waive or release its rights to, on behalf of its clients, (i) withdraw the reference or (ii) a jury trial with respect to the subject matter of this LPS Omnibus Claim, any objection thereto or other proceeding that may be commenced in this case against or otherwise involving LBIE. By filing this LPS Omnibus Claim, neither LBIE nor its clients waive any of their rights and remedies against any other person or entity who may be liable for all or part of the claims set forth herein, whether another affiliate of LBHI, or an assignee, separate guarantor or otherwise. LBIE and its clients reserve all rights to assert (i) any claim, defense, offset or other right against any party, including but not limited to LBHI or any of its affiliated debtors or non-debtors, in a foreign jurisdiction, including but not limited to claims based on U.S. and U.K. or other foreign law, and (ii) any claims, defenses, offsets or other rights available to them under U.S. or any other jurisdiction's law in the event LBHI asserts counterclaims or affirmative claims against LBIE or its clients in the Bankruptcy Court. Furthermore, LBIE asserts that any counterclaim or affirmative claim by LBHI against LBIE or its clients must be asserted in its applicable foreign proceeding, whether in the U.K. or in another foreign jurisdiction, and LBIE and its clients reserve the right to assert therein any claim, defense, offset or other right that may be asserted in such U.K. or other foreign proceeding. LBIE and its clients further reserve all rights to assert that, under principles of equity or comity or otherwise, a court other than the Bankruptcy Court would be the appropriate forum in which to hear and decide any matter in connection with this LPS Omnibus Claim.
- 20. This LPS Omnibus Claim is not intended to be and shall not be construed as (a) an election of remedies; (b) a waiver of any defaults; or (c) a waiver or limitation of any rights, remedies, claims or interests of LBIE and/or LBIE's clients.
- 21. LBIE reserves the right to replace, amend or supplement this LPS Omnibus Claim at any time and in any respect, including, without limitation, for the purpose of (a) setting forth or changing the basis of the claims described herein and (b) providing further description or evidence of such claims.

In the event that any order of the Bankruptcy Court is entered into which effects: (i) a recharacterization or subordination of claims, including without limitation, this LPS Omnibus Claim; (ii) substantive consolidation of some or all of the LBHI affiliated debtors with any of their affiliates; or (iii) any other similar remedy, the rights of LBIE to file additional proofs of claim or amended proofs of claim against LBHI or any of its affiliates on behalf of LBIE's clients is specifically reserved. This LPS Omnibus Claim is submitted without prejudice to any of LBIE's rights or those of its clients in all respects.

22. The Administrators have signed this LPS Omnibus Claim as agents for and on behalf of LBIE and neither they, their firm, partners, employees, agents, advisers or representatives shall incur any personal liability whatsoever in respect of, or in relation to, this LPS Omnibus Claim. The exclusion of liability set out in this paragraph shall arise and continue notwithstanding the termination of the agency of the Administrators and shall operate as a waiver of any claims in tort as well as under the laws of contract.

IV. NOTICES

23. Notices regarding this LPS Omnibus Claim should be sent to

Lehman Brothers International (Europe) (in administration) 25 Bank Street London E14 5LE United Kingdom

Attn: Steven Anthony Pearson as Joint Administrator of Lehman Brothers International (Europe)

and

PricewaterhouseCoopers LLP Plumtree Court London EC4A 4HT United Kingdom Attn: Steven Anthony Pearson

with a copy to:

Linklaters LLP 1345 Avenue of the Americas New York, NY 10105 Attn: Titia Holtz Kiah Beverly-Graham

Phone: (212) 903-9000

International Securities	onecopy of projects	Depository Account	Position	Valuation - Underlying	FX Rate at	Valuation - USD	includes Coupon	ç -
XS0384072103	6045826	16 ZCB	5,000.000 USD			2,000,000		
XS0379987372	6045829	97818 Floating	120,000,000	122,028,667		1,158,463	Yes	
XS0379485864	6045825	97816 ZCB	5.000,000 USB	5000000	0000	5.000,000		
X50375558753	6045927	87810 2CB	749 DOD 000 002	200 000 000	00000	1 898 704		
XS0373182566	6045822	97816 ZCB		200,000,000		4,746,760		
XS0369334700	6045823	97816 Floating		000'000'001	9800'0	948,352		,
XS0368926092	6045817	97816 Floating		70,000,000		664,546		,
XS0368739495	6045820	97816 Fixed	74L 000,000,000,t	1,000,000,000	0.0085	9,493,521	×	
XS0368596444	6045818	97816 Floating		000,000,001	0.0095	849,352	200	
XS0368098090	6045816	97816 ZCB		2.000,000		4,599,700		
XS0367930582	6045812	97816 ZCB	QZN 000'000'L	7,000,000		4,599,700		1
XS0367648721	6045809	97816 ZCB		2.000,000		4.599.700		,
XS0367648648	6045814	97816 ZCB		7,000,000	0.6571	4,599,700		
XS0367282659	6045813	9/816 Hosbing	000,000,00	000,000,01	1 0000	10,000,000		
XS0367278831	6045811			10,000,000		10,000,000		
XS0367279774	6045810			10,000,000		10,000,000		
XS0366374634	6045804	97816 Floating		230,000,000		2,183,510		
XS0366374394	6045802	97816 Floating	Z00,000,000 JPY	200.000,000	0.0085	1,898,704		,
XS0366126224	5085809	87010 CCB		200:000	0.8063	5.643.750		
X50365916179	6045807	97816 ZCB		7,000,000		5,643,750		,
XS0365916096	6045801	97816 ZCB	7,000.000 NZD	7.000,000	0.6571	4,589,700		,
XS0365915874	6045808	97816 ZCB		8,000,000		6,450,000		,
X50365872968	6045805	97816 208	7,000,000 ACD	2 000 000		4 599 700		
X50365870830	80,5500	97010 ZCB		290,000,000	0.0095	1,898,704		,
XS0364895887	6045796			7,000,000	0.8063	5,643,750		,
XS0364895614	6045797	97816 ZCB		7,900,000		5,643,750		
XS0364649250	6045800	97816 Floating		100,000,001	\$600.0	848,352		
XS0364263227	6045790	97816 ZCB		7,000,000		5,643,750		
XS0364018340	6045792	97816 ZCB	7,000,000 AUD	2,000,000	0.8063	5,643,750		, ,
XS0363707695	6045794			000'000'001	5800.0	949,352		
XS0362661398	6045783			180.000.000		1,803,769		
XS0362376435	6045791		200,000,000	200,000,000		1,898,704		·
XS0361107674	6045789			7,000,000		4,599,700	_	
XS0360870488	6045784	97816 Fixed	2 200 000 AUD	000,000,7	0.8083	5.643 750		
X50360725141	6045787	97816 Foating		120,000,000	9600.0	1,139,222		1
XS0360377765	6045785			7,000,000	0.6063	5,643,750		,
XS0359858759	6045783	97816 Fixed		7.000,000		4,599,700		
XS0359351938	6045778		5,000,000 AUD	2,000,000	0.8063	4,031,250		
XS0358426244	6045780			113,902,800	9800.0	1,081,339	Yes	
XS0358125630	6045781		****	000'000'1	0.6571	4,599,700		
XS0358118189	6045773			5,000,000	1.0000	5.000,000		
XS0357874451	6045770	97816 Fixed	7,000,000 AUD	000,000,7		9,643,730		
XS0354911710	6045771			000,000,001	0.0085	948,352		
XS0354608290	6045774			1,000,000,000		9,483,521		
XS0354483140	6045775			350,000,000	98000	3,322,732		
XS0354482928	6045777	97816 Floating	740,000,000 4,000,000	3.027.650	1,0000	3.027.650	, Ves	
X50353875106	6045766			120,000,000	9800'0	1,138,222	!	
XS0353408790	6045767			100,000,001	9500'0	949,352		
XS0353348823	6045769			150,000,000	0.0085	1,424,028		
XS0352912371	6045768	97816 ZCB	1,000,000 0.50	000,000,1	0.000.0	1,000,000		
XS0352601610	6045762			100.000,001	9800.0	949,352		
XS0352601024	6045761		***	000,000,001	0.0095	848,352		
XS0351983779	6045763	97816 Floating	YAL 000,000,001	100,000,000	0.0085	949,352		
XS0351859094	10,0000	_			-		_	

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Includes Coupon Interest Accrual								:	Yes							Yes	Yes					Yes	Yes	Yes																Yes	\$. } }	Yes	Yes	Yes	, ses ≺	Yes	es es	Yes	Yes	g.		S .	, ves	!
Valuation - USD Equivalent	4 599 700	5,843,750	5,843,750	4,598,700	5,843,750	3,797,408	5,643,750	474,676	10,055,278	5,643,750	5,643,750	5,643,750	5,643,750	4,031,250	4,031,250	952,517	7.187.002	4,599,700	5,643,750	2,000,000	5,643,750	4,767,857	4,767,857	4,767,857	3,843,730	18,000,000	6.450,000	5.643 750	6,450,000	5,643,750	759,482	6,046,875	4,599,700	949,352	5,643,750	5,643,750	9,199,400	5,643,750	1,803,769	40.047,222	40,047,222	40,047,222	1,025,300	7.532.525	7,507,912	16,880,703	5.643.750	7,648,692	7.637,875	5.643.750	5,843,750	058,213	7,736 641	5,643,750
FX Rate at 15/09/2008	0.6571	0.8083	0.8063	0.6571	0.8063	0.0095	0.8063	0.0095	1,0000	0.8063	0.8083	0.8063	0.8063	0.8063	0.8063	0.0095	0.8063	0.6571	0,8063	1.0000	0.8063	0.0095	0.0095	0.0085	0.6571	1.0000	0.8063	0.8063	0.8083	0.8063	0.0095	0.8063	0.6571	0.0095	0.8063	0.8063	0.6571	0.8063	0.0095	1.0000	0000	1,000	0.0095	0.8063	0.8063	0.8063	0.8063	0.8063	0.8063	0.8063	0.8063	0.0095	0.8063	0.8063
Valuation - Underlying Currency Amount	2000002	7,000,000	7,000,000	000'000'2	000,000.7	400.000.000	7,000,000	50,000,000	10,055,278	000'000'2	7,000,000	2,000,000	7.000.000	5,000,000	5,000,000	100,333,333	8,914,111	7,000,000	7.000,000	5,000,000	2 000 000 2	502,222,222	502,222,222	502,222,222	00000002	000,000,81	8.000,000	2,000,000	8,000,000	2,000,000	000,000,08	7,500,000	7,000,000	100.000.000	7,000,000	7,000,000	14,000,000	7,000,000	190,000,000	40.047.222	20.047,222	40.047,222	108,000,000	9.342.667	9,312,139	20,912,500	2,000,000	9,486,750	9,473,333	2,000,000	7,000,000	100,933,333	9,699,667	200000
Currency	(Z)	g ₀	au d	NZD	Yal.	. d.	AUD	PY	USD Yall	duk	dux	On the	000	AUD	gnt	ypy	AUD	QZV QZV	4VD	OSD	3 6	γdr	УdГ	Yqt	222	nso	AUD	AUD	AUD	AUD	YAU	AUD	8 5	Ydr	aut a	AUD	ZD	QQ a	Yer	dsn	OS I	asp	Ydr	AUD AUD	AUD	AUD	AUD	\$ and	AUD	On a	AUD	۲۹۲ ۲۱:۶	AUC	
	7,000,000		7.000,000			400,000,000			000,000,01				000,000,7				000,000,7		_		2 000,000	200,000,000		500,000,000				000,000.7				****	7.000,000	100,000,001	7,000,000	7,000,000	14.000,000	7,000,000	190,000,000	40.000,000	30,000,000	40,000,000	100.000,000			15,000,000	000,000.7	7.000,000	7,900,000	2,000,000		100,000,000	000'000'2	
Number czase felelen	97816 Fixed	97818 Floating	97816 Floating	97816 Floeting	97816 Floating	97816 Floating	97816 Fixed	97816 Floating	97816 Floating	97816 Fibating	97818 Fixed	97816 Fixed	97816 Floating	97816 Floating	97816 ZCB	97816 Floating	97816 Floating	97816 Fixed	97816 Floating	97816 208	97815/2CB	97816 Floating	97816 Floating	97816 Floating	Den 101018				97816 Fixed	97816 Fixed	97816 Floeting	97816 ZCB	97816 ZCB 97816 Elemen	97816 Floating	97816 Floating	97816 Floating 97816 ZCB	97816 ZCB	97816 ZCB	97816 Floating		97816	97816		97815 Floating	97816 Floating	97816 Floating	97816 Fixed	97816 Floating	97816 Floating	97816 Fixed	97816 Fixed		97816 Floating	
Blocking Reference	6045759	6045756	6045755	6045758	6045752	6045751	6045754	6045749	6045750	6045746	6045747	6045748	6045/43	6045741	6045745	6045742	6045744	6045735	6045736	6045738	6045739	6045733	6045732	6045730	6045728	6045731	8045726	6045725	6045727	6045724	6045721	6045715	6045722	6045716	6045720	6045708	6045713	6045709	6045710	6045706	6045705	6045704	6045702	6045698	6042699	6045695	6045701	6045694	6045697	6045691	6045692	6045693	6045685	;
International Securities Identification Number (ISIN)	XS0351627806	XS0351359103	XS0350893904	XS0350117064	XS0349757368	XS0349442615	XS0349153931	XS0348936161	XS0346508616	XS0346124984	XS0346124638	XS0346123408	XS0345815778	XS0345213796	XS0344899710	XSD344830608	XSD344549141	XS0344101843	XS0344101273	XS0344086532	XS0343642905	XS0343584602	XS0343217104	XS0343216809	XS034298393	XS0342945002	XS0342120620	XS0341168069	XS0341159589	XS0340649200	XS0340462042	XS0339561002	XS0339559527 XS0339550350	XS0339480773	XS0339222050	XS0338845596 XS0338801110	XS0338676116	XS0338675902	XS0338675571	XS0338657165	XS0338657062	XS0338656787	XS0338518045	XS0337877582	XS0337413917	XS0336930440	XS0336617203	XS0336414866	XS0336249569 XS0335673070	XS0335624036	XS0335623731	XS0335621875	XS0335345665 XS0335344932	-

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Includes Coupon Interest Accrual								Yes		Yes	Yes									Yes		Yes			,	3			Yes	3		3	- 765 S	Yes		Yes		:	Yes								Yes	Yes								
Valuation - USD Equivalent	2,848,056	5,643,750	1,518,963	5,643,750	5,643,750	2.848.056	4.390.000	6.745.081	1,898,704	4,752,035	953,782	806 252	5.643,750	2,088,575	848,352	9,493,521	5,643,750	3,040,000	4,500,000	962,010	3,380,000	1,460,815	5,643,750	5,643,750	1,044,287	5,643,750	949,352	2,750.000	4 374 446	1,180,000	5,643,750	2,570,000	849.352	2,930,792	1,740,000	1.246.070	5,643,750	9,493,521	1,950,127	474,676	5,643,750	5,643,750	9,493,521	4,748,760	5,643,750	2,643,730	357,200,000	1,923,625	5,643,730	5.643,750	5.643,750	5,643,750	4,746,760	5,643,750	5,643,750	5,643,750
	0.0005	0.8063	0.0095	0.8063	0.8063	0.0095	1,0000	0.0095	0.0095	0.0085	0.0085	0.0085	0.8063	0.0085	0.0095	5800.0	0.8063	1.0000	1.0000	0.0095	0000	0.0095	0,8063	0.8063	0.0095	0.8063	5600'0	1.0000	5800.0	1,0000	0.8063	1.0000	0.0095	5600'0	1.0000	0.0085	0.8063	0.0085	2,0095	0.0085	0.6063	0.8063	0.0095	0.0095	0,8063	0.0096	1.0000	0.0085	0.8063	0.8063	0.8063	0.8063	5600.0	0.8063	0.8063	0.8063
Valuation - Underlying Currency Amount	300,000,000	7,000,000	160.000.000	7,000,000	7,000,000	300,000,000	4.390.000	710,493.056	200,000,000	900'252'226	100,465,667	000,000,000	2,000.000	220,000,000	100,000,000	1,000,000,000	2,000,000	3,040,000	4.500.000	101,333,333	3.360,000	153,875,000	7,000,000	2,000,000	110,000,000	7,000,000	100,000,000	2.750,000	100,000,000	1,180,000	7.000.000	2,570,000	100.000.000	308,715,000	1,740,000	131.254.834	2,000,000	1,000,000,000	205,416,567	20,000,000	2.000,000	7,000,000	1,000,000,000	200,000,000	7,000,000	20.000.000	357,200,000	202,625,000	000,000.7	2,000,000	7,000,000	000,000,7	500,000,000	7,000,000	2,000,000	7.000,000
Currency	> - •	£ 4	JPY JPY	Ō.	AUD	- }	OSD OSD	! ≽-	· }-	γPY	} ~ ;	Ci ia	AUD	λdr	γqr	Yqu	2 2	OSD	aso	× 8	GSI	, df	9	AUD	Ydr	SUP.	λdſ	asn	r g	dsn	AUD	dsn	y-q.	ЭРУ	OSD	AUD.	AUD	Yqu	γΨ.	Yqu	AUD	AUD	Ydr	γqς	AUD	AUD	usp	Yqu	AUD	AUD	AUD	AUD	Ydr	AUD	9 :	AUD
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Depository Ac Blocking Reference Number	6045607	6045608	5045504 6045804	6045605	6045600	6045603	6045508 6045589	6045601	8045594	6045596	6045597	6045588	6045595	6045592	6045588	6045590	6045589	6045584	6045586	6045587	6045583	6045580	6045578	6045577	8045579	6045573	6045574	6045570	6045572	6045575	6045576	6045561	6045562 8045586	6045580	6045563	6045564	6045558	6045557	604554	604552	6045553	6045550	6045549	6045547	6045551	6045542	6045543	6045544	6045546	6045538	6045535	6045540	6045537	6045534	6045529	6045532 6045533
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International Securities Identification Number (ISIN)	XS0321080912	XS0320745028	XS032010Z295	XS0319632732	XS0319632575	X\$0319359039	XS0319159702	XS0318598056	XS0318538930	XS0317981081	XS0317943586	XS0316953925	XS0316826733	XS0316169050	XS0315419134	XS0315356039	X50314578310	XS0313950031	XS0313782814	XS0313664459	XS0313537184	XS0313326729	XS0312723272	XS0312428609	XS0312057432	XS0311754963	XS0311664543	XS0311101652	XS0310885933	XS031085067	XS0310083950	XS0309790797	XS0309365319	XS0309186731	XS0309186145	XS0308102283	XS0307083491	XS0307009372	XS0307008481	XS0305103565	XS0304473019	XS0303864184	XS0303572217	XS0303531700	XS0303178825	XS0302821755	XS0302264535	XS0302118632	XS0300351193	XS0299661099	XS0299369511	XS0298612697	XS0298320218 XS0298201988	XS0297915117	XS0297908849	XS0297459868 XS0297127861

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EPIQ BANKRUPTCY SOLUTIONS, LLC

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